

INDEPENDENT SCHOOL DISTRICT #146

AND

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION (MSEA)
PARAPROFESSIONALS AND CUSTODIANS**

**Collective Bargaining Agreement
July 1, 2016 – June 30, 2018**

**ARTICLE I
PURPOSE**

Section 1. Parties:

THIS AGREEMENT is entered into between Independent School District No. 146 hereinafter referred to as the School District or District and the Minnesota School Employees Association (MSEA) hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for unit members employed in Paraprofessional and Custodial classifications.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association (MSEA) as the exclusive representative for the employees noted in ARTICLE 1 and who are, employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

All Paraprofessionals and Custodians employed by Independent School District No. 146, Barnesville, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees. BMS Case No. 16PCE814

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment:

The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term, “Employees”, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed ten and one half (10.5) hours per week for paraprofessionals and 14 hours per week for custodial employees or thirty-five (35) percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, unless those positions have already been filled in the

same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees. A calendar year shall be defined as January 1 thru December 31.

Section 3. School District:

For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

Section 4. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Master Agreement shall perform the services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligations and duty of the School District and its duly designated officials to publish rules, regulations, directives and orders from time to time as deemed necessary by the School Board in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Master Agreement, and recognizes that the School Board, all employees covered by this Master Agreement, and all provisions of the Master Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of the Master Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
EMPLOYEE RIGHTS**

Section 1. Rights to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join:

Pursuant to the P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Co-Chief Stewards:

The District understands that the employees will elect a Co-Chief (one paraprofessional and one custodial) stewards to handle such Union business as may be delegated to them by the Union.

Section 4. Request for Dues Check Off:

Subd. 1. Payroll Deductions. Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction; and, for employees in the bargaining unit who have not requested to have Association dues deducted, the fair share fee in the amount certified in writing to the Employer by the Association.

Subd. 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

Subd 3. MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a semi-monthly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Section 5. Fair Share Fee:

In accordance to P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, not or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein. This section is not subject to the grievance process.

**ARTICLE VI
RATES OF PAY**

Section 1. Rates of Pay:

Subd 1. All salaries will be on an hourly basis as shown Appendix A. Employees will be paid twice a month in equal increments (12 month employees, 24 paydays; 9 and 10 month employees, 20 or 24 paydays), with the exception of the last paycheck which will be adjusted based on the total actual hours worked. (Actual hours worked must be documented on District media and submitted to payroll office.)

Subd 2. Number Of Annual Hours Worked: The total number of hours worked will be assigned by the school district. These hours are exclusive of lunch.

Subd. 3. Paydays: An employee who works only nine-months and whose daily hours do not vary, will be paid over a ten or twelve month period (20 or 24 paychecks). Those employees whose hours are not consistent will continue to submit using District media.

Subd. 4. All regular salary payments and lump sum payments will be made via direct deposit unless other arrangements are made with the School District.

Subd. 5. Advancement: An employee who commences work prior to January 1st in one classification will be eligible for step advancement. The steps are earned on July 1st of each year. Summer cleaning positions will be eligible for step advancement beginning with the 3rd consecutive season of employment.

Section 2. Overtime:

Employees who work more than forty (40) hours per week shall be paid at the rate of one-and-one half (1½) times their regular rate of pay.

Section 3. Custodian Boiler Checks:

Custodians who come in to check boilers on weekends or holidays will be paid for four and one half (4 ½) hours when heating with oil and six (6) hours when heating with solid fuel or actual hours worked if more than six (6) per weekend this way: regular hourly pay if their weekly hours do not exceed 40 hours, except time worked on a holiday will be paid at time and a half as well as any time in excess of 40 hours.

Section 4. Custodial Boiler License:

When a custodian has earned his/her First Class Boiler Operator License verified by a certificate of completion, the custodian will then be permitted to advance on the band and grade scale to a status of B-2-1. The effective date will be the date the district receives the certificate of completion.

Section 5. Change in Position:

Employees moving to a different position within the same classification shall retain their current rate of pay. Classifications are defined as: Custodial and Paraprofessional.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance:

The School District shall contribute a sum not to exceed \$4008.00 per year for 2016-17 and this sub plus an increase up to a 8% cap and not to exceed \$4328.64 for the 2017-18 or the cost of the individuals premium, whichever is lesser amount for each employee qualifying under this article who is enrolled in the School District's group hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions. The intent of this section is to provide employees with hospitalization insurance.

Section 2. Qualifying Employees:

Definition (IRS) of Full-Time Employees for the purposes of the employer shared responsibility provisions, a full-time employee is, for a calendar month, an employee employed on average at least 30 hours of service per week, or 130 hours of service per month.

Section 3. Selection:

A committee comprised of 5 teachers, at least one non-certified employee and one administrator shall recommend to the Board the specifications of the policy or policies for health and hospitalization insurance for adoption by the Board. The District shall make the selection of the insurance carrier and policy. Any change in the present specifications shall be by mutual consent. The parties agree

no employee shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 4. To Qualify:

Once selection is made in writing at the beginning of the year (number of payments, family or single coverage) change will not be allowed unless family status changes. To qualify, an employee must participate in the school provided health insurance plan.

Section 5. Payroll Deduction:

Any employee enrolled in the School District group health and hospitalization plan, group term life and/or long term disability plan may elect to deduct from the employees negotiated annual salary an amount according to SECTION 125 of the INTERNAL REVENUE CODE.

Section 6. Flex Deduction:

Any employee enrolled in the School District group health and hospitalization plan, group term life, and/or long term disability plan may elect to deduct from the employees negotiated annual salary an amount as allowed by law under the flex benefit plan.

Section 7. Claims Against the School District:

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1: All custodians and paraprofessionals shall earn 14 days of disability/sick leave for the first year of service in the employ of the school district. Annual disability/sick leave shall accrue monthly as it is earned on a proportionate basis to the employees work year. Employees new to the school district shall qualify for their first year's disability/sick leave allotment of 14 days immediately following their first duty day. However, if disability/sick leave for the first year has not been earned at the rate of 1.5 days per month and has been taken, that portion of unearned disability/sick leave will be deducted from the employee's final check. Beginning the second year, disability/sick leave will accrue at the regular monthly rate of 1 day per month with a total of 9 days earned in a given year. Bonus Days will be allocated at the end of the school year, according to the following table:

Days Used	Days Unused	Bonus	Carry Over Days
0	9	5	14
0.5	8.5	4.5	13
1	8	4	12
1.5	7.5	3.5	11
2	7	3	10
2.5	6.5	2.5	9
3	6	2	8

Final Tentative Agreement 4/19

3.5	5.5	1.5	7
4	5	1	6
4.5	4.5	0.5	5
5	4	0	4

Subd. 2: Unused disability/sick leave may accumulate to a maximum credit of one hundred twenty (120) day per employee. All days earned beyond 90 days must be earned while physically present on the job.

Subd. 3: Disability/sick leave with pay shall be allowed by the School District according to MS 181.9413 whenever a employees absence is found to have been due to the employees illness, disability or illness-disability to the employee's child (as defined in Section 181.940, subd. 4), adult child, spouse, sibling, parent, grandparent, stepparent which prevented the employees attendance at school and performance of duties on that day or days. Disability/sick leave will be granted to the employee if a member of the employee's family (Section 181.940, subd, 4) is under the care of a qualified physician. Disability/sick leave may be granted at the discretion of the Superintendent to the employee if a person outside the employee's family (Section 181.940, subd 4) is seriously ill.

A medical certificate may be required by the Superintendent to certify that the member of the employee's family is under a qualified physicians care.

Subd. 4: The School District may require a employee to furnish a medical certificate from a qualified physician as evidence of his or her illness indicating such absence was due to illness, in order to qualify for disability/sick leave is reserved to the School District. If a certificate is provided, the School District may require a second opinion. Should a second opinion be required, the cost of obtaining such a certificate shall be borne by the School District.

Subd. 5: Disability/sick leave allowed shall be deducted from the accrued disability/sick leave days earned by the employee.

Subd. 6: Disability/sick leave pay shall be approved only upon submission by District media.

Subd. 7: On June 30th of each year, the amount of sick leave carried over into the Employer's next fiscal year shall be capped at 120 days.

Section 2. Workers' Compensation:

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave:

Employees attending a funeral of their immediate family member, their and/or their spouse's

mother, father, brother or sister's funeral shall be granted up to five (5) days of paid leave per funeral. Additional days with pay may be granted at the discretion of the Superintendent. The number of days used shall be deducted from accrued sick leave days. In addition, employees attending funerals not in the immediate family may have a total of three days during the duration of this two (2) year agreement that will be deducted from their accumulated disability/sick leave. Employees attending other funerals may use personal leave, other leave or any combination of the above not to exceed five (5) days per funeral. At the discretion of the Superintendent, additional days may be credited against disability/sick leave.

Section 4. Emergency Leave:

Up to one (1) day with pay, pro-rated to the length of the employee's workday, per fiscal year, will be available for absences classified by the School District as emergencies. Employees will pay for a sub when using an emergency leave day. An emergency is considered to be unplanned, to reflect some hardship for the employee or family, and unreasonably difficult to schedule outside scheduled work hours. Emergency leave may be used because of critical illness in the family – spouse, mother, father or child or a scheduled operation on the spouse, mother, father, or child. Critical illness shall mean an illness requiring hospitalization or hospice. Because of the varied circumstances that could be perceived as emergencies, and because of the primary responsibility of the School District to have its employees on duty, any decision of the School District of this subdivision will be final and not subject to challenge through Article 9 (Grievance Procedure). The employee shall inform the School District in writing, of the reasons for requesting the leave.

Section 5. Personal Leave:

An employee will be granted two days personal leave per year, accumulative to a maximum of five days after three years. At the end of a school year, when more than three days are accumulated, those days in excess of three days will be lost.

Requests for personal leave must be submitted via approved school district media to the Superintendent at least three days in advance, except in the event of emergencies. A minimum of a least 1/2-day must be taken at any one time. Leave will be granted to no more than two non-certified employees per building per day. Days of personal leave will be granted during the last week of school only at the discretion of the Superintendent and is not grievable.

Section 6. Union Leave:

Employees elected or selected by the Union to attend Union conventions, conferences, and/or seminars, or elected as a state officer of the MSEA shall be granted up to 12 days per year to attend to MSEA business. Such leave of absence shall be with pay, however, MSEA will directly reimburse the District for the employee's wages. Requests for such leave shall be made at least three (3) days in advance.

Section 7. Court Appearances:

In the event that an employee is subpoenaed or otherwise required to appear in court, the employee shall not lose salary or leave days unless the employee is a party to the court action.

If an employee is called for jury duty, the employee will be compensated for their daily wage minus their jury duty compensation. The employee will incur no loss of personal leave. If their

jury service is completed within the employee's workday, the employee is required to return to work after their jury service has been completed.

Section 8. Family/Medical Leave:

Subd. 1 Purpose: Pursuant to the Family and Medical Leave Act. 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with: (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of a teacher's spouse, child, or parent and; (4) the teacher's own serious health condition.

Subd 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3 Eligibility: To be eligible for the benefits of this section and insurance contribution, a employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. Substitution of Paid Leave: The teacher may elect, or the School District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

Subd. 5. Notification: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 9. Child Care Leave:

Subd. 1: A childcare leave shall be granted by the School District, subject to the provisions of this section, provided such parent is caring for the child on a full time basis.

Subd. 2: A employee making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. In the event of an unusual circumstance, this time period may be waived.

Subd. 3: If the reason for the childcare leave is occasioned by pregnancy, a employee may utilize disability/sick leave pursuant to the disability/sick leave provisions of the Agreement during a period of physical disability. However, a employee shall not be eligible for disability/sick leave during a period of time covered by a childcare or other leave of absence. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery. Leave days used as disability/sick leave days that qualify under the Family Medical Leave Act shall be deducted first from disability/sick leave days accrued in prior years before being deducted from the days accrued during the current year.

Subd. 4: The School District may adjust the proposed ending date of a childcare leave so that the dates of the leave coincide with some natural break in the school year - i.e.: winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like.

Subd. 5: In making a determination concerning the commencement and duration of a childcare leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to date designated in the request for childcare leave.

Subd. 6: An employee returning from childcare leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8: A employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 9: A employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section. Leave under this section shall be without pay or fringe benefits.

Section 10. Other Leave:

The Superintendent/designee must approve all other leave. With the exception of jury duty or a legal subpoena, other leaves will be without pay. All days of leave not reimbursed by the School District will be limited to one (1) per school year and other leave is subject to a salary deduction on a per diem basis. In addition to the employee salary deduction, the employee requesting and receiving approval for additional other leave days (beyond the one day permitted per year) will also provide the necessary compensation for the substitute needed to fill the vacancy. Leave requested for medical purposes for the employee and/or employee's immediate family as defined in the Disability/Sick Leave section shall be excluded from providing compensation for the substitute. Employees will not be able to accumulate and/or carry over other leave days from one school year to the next school year. Employees must request to the Superintendent of Schools both in writing and in person at a minimum of thirty (30) days in advance of all requests for other leave. Other leave requests will be granted at the discretion of the Superintendent of Schools in cooperation and with consultation of the building administrators. Employees requesting other leave must have exhausted all personal leave and vacation days prior to making a request for other leave. The language herein applies to all paraprofessionals and

custodians seeking unpaid leave beyond one day will be subject to the discretion of the Superintendent for approval.

Section 11. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance to the District in advance commencing with the beginning of the leave.

Section 12. Credit:

An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 13. Eligibility:

Leave benefits provided in this Article shall apply only to eligible employees as defined in Article 3, Section 2 of this Agreement.

**ARTICLE X
HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Week:

The regular workweek, exclusive of lunch, shall be prescribed by the School District each year for employees.

Section 2. Basic Work Year:

The regular work year shall be prescribed by the School District each year for employees.

Section 3. Lunch Period:

Employees shall be provided a duty free lunch period of at least 30 minutes.

Section 4. School Closing Paraprofessional:

In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day.

Section 5. Late Start/Early Out Paraprofessionals:

Employees shall be compensated for one (1) late start and one (1) early release each year.

Section 6. Employee Schedules:

Employees shall be notified of their tentative schedule during the second or third week of August each year. Employees shall receive their permanent schedule by September 10th of each school year.

**ARTICLE XI
HOLIDAYS**

Section 1. Paid Holidays:

The following categories will qualify for paid holidays: Custodians

Holidays include: New Year's Day, President's Birthday (If taken as regular school holiday) Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day

Subd. 1. Employees required to work on any holidays listed in the paragraph above shall be compensated at the employee's time and one half (1 ½) rate of pay.

Subd. 2. When a paid holiday falls during an employee's vacation period, the employee shall not be required to use a vacation day.

Subd. 3. An employee on sick leave shall not be required to use a sick leave day in lieu of a paid holiday.

Section 2. Weekends:

Holidays that fall on weekends will be observed on a day established by the School District.

Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish other holidays in lieu thereof. Any legal holiday or holiday that falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application:

In order to be eligible for holiday pay, an employee must have worked their scheduled workday before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

**ARTICLE XII
VACATIONS**

Section 1. Eligibility:

Years Experience	Days of Vacation
1-4 years	10 days
5-14 years	15 days

15-24 years	20 days
25+ years	25 days

Custodians shall

receive vacation in the amounts listed below:

Section 2. Application:

Subd. 1. Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation until July 1 of the following year but may be permitted to take vacation at the written discretion of the School District.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' written advance notice of the resignation time.

**ARTICLE XIII
JOB POSTING**

Jobs will be posted for 5-10 days when time constraints and time sensitivities are not obvious. Vacancies will be posted on the District Web Page and in the majority of instances (time permitting) placed in the school's official newspaper. The District Office will notify one (1) designee from the custodial group and one (1) designee from the paraprofessional group and each of the designee's will be responsible for sharing any information regarding the job posting with members of their respective groups. The School District and its designees reserve the inherent managerial right to and in regard to the selection, direction, and number of personnel employed, as it is the primary obligation of the School District to provide educational opportunity for the students of the School District.

**ARTICLE XIV
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period:

An employee, under the provisions of this Agreement, shall serve a probationary period of twelve (12) working months in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the

grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period: Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of twelve (12) working months in any such new classification. During this twelve (12) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to return the employee to their previous position if there is an opening and it is the recommendation of the supervisor, district or designee upon approval of the superintendent.

Section 3. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first day of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 4. Seniority List:

A seniority list shall be posted in each school building and a copy of said list shall be sent to the exclusive representative. The seniority list shall be by classification (paraprofessional and custodian) and shall include the date of hire.

Section 5. Discipline:

An employee who has completed the probationary period may be disciplined only for just cause. Such employee may appeal a written reprimand, suspension, demotion or discharge through the grievance procedure as set forth in this agreement. An employee may request the presence of an Association representative in the event an investigatory or disciplinary meeting is conducted with the employee.

**ARTICLE XV
REDUCTION IN FORCE**

Section 1. Application.

The parties recognize the principle of seniority in the application of this Article, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. This section shall be applicable in a reduction of hours only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if the employee's hours are reduced by more than 25% of the employee's existing time.

Section 2. Layoff.

In the event of a layoff, an employee losing a position may exercise seniority within classification, provided the employee is fully qualified to perform the duties and responsibilities of such position. An employee may not exercise seniority in a higher classification in the event of a layoff. The School District shall provide any employee who is to be laid off with two (2) weeks written notice of the proposed layoff.

Section 3. Recall.

An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of twelve (12) calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein

**ARTICLE XVI
GRIEVANCE PROCEDURE**

Application: This grievance procedure shall be applicable whenever a public employer and the exclusive representative of public employees cannot reach agreement on a grievance procedure as required by P.E.L.R.A.

Definitions:

Grievance: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under P.E.L.R.A.

Days: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service: "Service" means personal service or by certified mail.

Reduced To Writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and relief requested.

Small Group Of Employees: "Small group of employees" means a group of employees consisting of five (5) or less.

Answer: Answer" means a concise response outlining the employer's position on the grievance.

Step I:

Whenever any employee or small group of employees have a grievance he or they shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the employee(s), through the use of reasonable

diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designee (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he so chooses, may select a designee to represent him.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

Step II:

The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III:

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other body's procedure, and in no event may a grievant avail himself of both procedures.

Step IV:

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, which causes a penalty to be incurred thereunder. The arbitrator shall issue the decision to the parties, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purpose of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding is as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceeding without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure of the application of any provision thereof under different circumstances.

**ARTICLE XVII
PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the District is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term, "strike", shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

**ARTICLE XVIII
MISCELLANEOUS**

Section 1. Assignments:

The School District may assign employees to various school buildings.

Section 2. Resignation

Employees resigning their employment from the District shall provide a two-week written notice to the superintendent.

Section 3. Publication of Agreement:

Two hard copies of the agreement shall be sent to each building. A copy of the agreement will also be posted on District website. A hard copy will be available upon request.

Section 4. Uniform Allowance:

ISD #146 will purchase for each full time and part time custodial employee 3 work shirts/uniforms or pay up to \$150.00 during each two year cycle for other uniform apparel (example: jackets, etc.). Custodial uniforms MUST be worn during the regular school year September – May. Custodians are also expected to wear the shirt/uniform during any and all special events during the regular school year as well as during the summer months.

Section 5. 403b Plan:

403(b) DEFERRED COMPENSATION MATCH PROGRAM: To be eligible to participate in the certified 403(b) match program, an employee assigned six (6) hours or more per day, accumulative to 130 days in one classification. The district match shall be based on years of service in District No. 146 as follows:

Years of Service	Match per Year
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1 year	\$0
2-3 years	\$500
4-10 years	\$1,000
11+ years	\$2,000

maximum district contribution per non-certified career with ISD No. 146 is not to exceed \$31,500.

Eligible employees must annually make the deferred compensation election during the annual election period or lose the annual benefit.

The deferred compensation program is subject to MN Statute 356.24.

The vendors for the deferred compensation program are Educators Financial Services Inc., Valic, FMS Financial and HBW Financial Services. The 403(b) deferred match program will be administered by a 3rd party hired by the School District.

Section 6. Substitutes

If an employee is unable to find a substitute they shall notify their building principal. If they are not able to contact the building principal they shall notify the building secretary.

**ARTICLE XIX
DURATION**

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on its date of execution July 1, 2016, through June 30, 2018, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

Final Tentative Agreement 4/19

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

MSEA Negotiator

Chairperson

MSEA Negotiator

Clerk

MSEA Field Representative

Dated this _____ day of _____, 2016

Appendix A

2016-2018 Wage Schedule

2016-17				
Step	A-1-1	A-1-2	A-1-3	B-2-1
1	\$11.95	\$15.09	\$16.73	\$18.36
2	\$12.67	\$15.53	\$17.21	\$18.90
3	\$13.39	\$15.93	\$17.64	\$19.34
4	\$14.11	\$16.32	\$18.04	\$19.78
5	\$14.86	\$16.72	\$18.48	\$20.21
6	\$15.57	\$17.57	\$19.11	\$20.67
2017-18				
Step	A-1-1	A-1-2	A-1-3	B-2-1
1	\$12.25	\$15.47	\$17.15	\$18.82
2	\$12.99	\$15.92	\$17.64	\$19.37
3	\$13.73	\$16.33	\$18.08	\$19.82
4	\$14.46	\$16.73	\$18.49	\$20.27
5	\$15.23	\$17.14	\$18.94	\$20.72
6	\$15.96	\$18.01	\$19.59	\$21.19